

BEFORE THE
MISSOURI STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

STATE BOARD OF REGISTRATION FOR)
THE HEALING ARTS,)
)
Board,)
)
v.)
)
RALPH KELLEY)
)
Licensee.)

Case No. 2003-001660

SETTLEMENT AGREEMENT

Ralph Kelley, D.O., (“Licensee”) and the State Board of Registration for the Healing Arts (“Board”) enter into this agreement for the purpose of resolving the question of whether Ralph Kelley’s license as a physician and surgeon will be subject to discipline. Licensee and Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven on the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee’s own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and, subsequently, the right to a

discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, and attorneys, including any former Board members, employees, agents, and attorneys, of or from any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to, any claims for attorneys' fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. Licensee understands that the Board may take disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I. JOINT PROPOSED FINDINGS OF FACT AND LAW

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo, for the purposes of executing and enforcing the provisions of Chapter 334, RSMo.

2. Respondent is licensed by the Board as a physician and surgeon, license number 31361. This license was first issued on June 24, 1967, and is now current and active and was so at all times relevant herein.

3. On or about January 15, 2003, the Department of Professional Regulation of the state of Illinois issued an Order which reprimanded Respondent's physician and surgeon license.

4. The disciplinary action was based upon an allegation of improper or unnecessary surgery.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists for the Board to take disciplinary action against Respondent's license under § 334.100.2(8), RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter . . . for any one or any combination of the following causes:

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer.

II. JOINT AGREED DISCIPLINARY ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement: The medical license, number 31361, issued to Licensee is hereby PUBLICLY REPRIMANDED.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, and attorneys, including any former Board members, employees, agents, and attorneys, of or from any liability, claim, actions, causes of action, fees, costs, and expenses, and compensation including, but not limited to, any claims for attorneys' fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or

from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Ralph Kelley
Ralph Kelley

10/2/03
Date

Tina Steinman
Tina Steinman
Executive Director

10/8/03
Date

JEREMIAH W. (JAY) NIXON
Attorney General

Zora Mulligan
Zora Mulligan

10/6/03
Date

Assistant Attorney General
Missouri Bar Number 54990
Broadway State Office Building
P.O. Box 899
Jefferson City, MO 65102
Telephone (573) 751-1444
Telefax (573) 751-5660
Attorneys for the Board

EFFECTIVE THIS 8 DAY OF October, 2003.